

STATE OF SOUTH CAROLINA

Application by South Carolina Electric & Gas Company for
 Authority to Issue and Sell from Time to Time Not
 Exceeding \$975,000,000 Aggregate Principal Amount of
 First Mortgage Bonds

Application by South Carolina Electric & Gas Company for
 Authority to Issue and Sell from Time to Time Not
 Exceeding \$1,500,000,000 Aggregate Principal Amount of
 First Mortgage Bonds

BEFORE THE
 PUBLIC SERVICE COMMISSION
 OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2010- 317- IE
 2013- 132 : E

(Please type or print)

Submitted by: K. Chad Burgess

SC Bar Number: 69456

Address:

SCANA Corp.

Telephone:

803-217-8141

220 Operation Way MC C222

Fax:

803-217-7810

Cayce, SC 29033

Other:

Email: chad.burgess@scana.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☐ Request for item to be placed on Commission's Agenda expeditiously☐ Other:

INDUSTRY (Check one)

- ☒ Electric
☐ Electric/Gas
☐ Electric/Telecommunications
☐ Electric/Water
☐ Electric/Water/Telecom.
☐ Electric/Water/Sewer
☐ Gas
☐ Railroad
☐ Sewer
☐ Telecommunications
☐ Transportation
☐ Water
☐ Water/Sewer
☐ Administrative Matter
☐ Other:

NATURE OF ACTION (Check all that apply)

- ☐ Affidavit
☐ Agreement
☐ Answer
☐ Appellate Review
☐ Application
☐ Brief
☐ Certificate
☐ Comments
☐ Complaint
☐ Consent Order
☐ Discovery
☐ Exhibit
☐ Expedited Consideration
☐ Interconnection Agreement
☐ Interconnection Amendment
☐ Late-Filed Exhibit
☒ Letter
☐ Memorandum
☐ Motion
☐ Objection
☐ Petition
☐ Petition for Reconsideration
☐ Petition for Rulemaking
☐ Petition for Rule to Show Cause
☐ Petition to Intervene
☐ Petition to Intervene Out of Time
☐ Prefiled Testimony
☐ Promotion
☐ Proposed Order
☐ Protest
☐ Publisher's Affidavit
☐ Report
☐ Request
☐ Request for Certification
☐ Request for Investigation
☐ Resale Agreement
☐ Resale Amendment
☐ Reservation Letter
☐ Response
☐ Response to Discovery
☐ Return to Petition
☐ Stipulation
☐ Subpoena
☐ Tariff
☒ Other:
 Third Supplemental
 Indenture



K. Chad Burgess
Associate General Counsel

chad.burgess@scana.com

September 17, 2013

VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: Application by South Carolina Electric & Gas Company for Authority to Issue
and Sell from Time to Time Not Exceeding \$975,000,000 Aggregate Principal
Amount of First Mortgage Bonds
Docket No. 2010-317-E

Application by South Carolina Electric & Gas Company for Authority to Issue
and Sell from Time to Time Not Exceeding \$1,500,000,000 Aggregate Principal
Amount of First Mortgage Bonds
Docket No. 2013-132-E

Dear Ms. Boyd:

By Order No. 2010-660, dated September 30, 2010, issued in Docket No. 2010-317-E and Order No. 2013-277, dated May 9, 2013, issued in Docket No. 2013-132-E, the Public Service Commission of South Carolina ("Commission") authorized South Carolina Electric & Gas Company ("SCE&G" or "Company") to, among other things, issue and sell first mortgage bonds. Under these orders, the Company is required to file conformed copies of any supplement to the Indenture dated as of April 1, 1993, as supplemented between SCE&G and The Bank of New York Mellon Trust Company, N.A., successor to NationsBank of Georgia, National Association, as trustee ("Indenture").

The purpose of this letter is to advise the Commission that the Company has executed a third supplement to the Indenture. In compliance with Commission Order Nos. 2010-660 and 2013-277, you will find enclosed for filing only a copy of the Third Supplemental Indenture.

By copy of this letter, we are also providing a copy of the Third Supplemental Indenture to the South Carolina Office of Regulatory Staff.

(Continued...)

The Honorable Jocelyn G. Boyd

September 17, 2013

Page 2

If you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,



K. Chad Burgess

KCB/kms

Enclosure

cc: John W. Flitter
Jeffrey M. Nelson, Esquire
(both via electronic mail and U.S. First Class w/enclosures)

SOUTH CAROLINA ELECTRIC & GAS COMPANY

TO

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., successor to
NationsBank of Georgia, National Association, as Trustee**

**THIRD SUPPLEMENTAL INDENTURE
(Supplemental to Indenture Dated as of April 1, 1993)**

PROVIDING FOR

**INCREASE IN MAXIMUM AMOUNT PERMITTED TO BE SECURED BY
INDENTURE DATED AS OF APRIL 1, 1993**

Dated as of September 1, 2013

**THE INDENTURE OF SOUTH CAROLINA ELECTRIC & GAS COMPANY TO
NATIONSBANK OF GEORGIA, NATIONAL ASSOCIATION, AS TRUSTEE, TO
WHICH THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. IS
SUCCESSOR TRUSTEE, DATED APRIL 1, 1993 (THE "INDENTURE"), RECORDED
IN THE RMC OFFICE OF THIS COUNTY AS DESCRIBED ON EXHIBIT A HERETO,
AS HERETOFORE AMENDED AND SUPPLEMENTED AND AS AMENDED AND
SUPPLEMENTED BY THIS THIRD SUPPLEMENTAL INDENTURE THERETO IS
SUBJECT TO, AND IS INTENDED TO TAKE ADVANTAGE OF, THE PROVISIONS
OF SECTION 29-1-10 AND 29-3-80, S.C. CODE OF LAWS (1976), AS AMENDED. THE
LIEN OF THE INDENTURE, AS SUPPLEMENTED OR AMENDED FROM TIME TO
TIME, SHALL CONTINUE UNTIL SATISFIED OR RELEASED OF RECORD
REGARDLESS OF WHETHER OR NOT SUCH INDENTURE STATES A MATURITY
DATE. FURTHER, AS SET FORTH IN THE INDENTURE, THE LIEN AFFECTS
AFTER-ACQUIRED PROPERTY.**

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE, dated as of September 1, 2013, between SOUTH CAROLINA ELECTRIC & GAS COMPANY, a corporation duly organized and existing under the laws of the State of South Carolina (herein called the "Company"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, successor to NationsBank of Georgia, National Association, as trustee (the "Trustee");

WHEREAS, the Company heretofore executed and delivered to the Trustee an Indenture dated as of April 1, 1993 (herein referred to as the "Original Indenture"), which Original Indenture was executed and delivered by the Company to secure the payment of Securities issued or to be issued under and in accordance with the provisions thereof, the Original Indenture being recorded as shown as Exhibit A hereto; and

WHEREAS, the Company has heretofore executed and delivered to the Trustee the following supplemental indentures:

DESIGNATION

DATED AS OF

First Supplemental Indenture	June 1, 1993
Second Supplemental Indenture	June 15, 1993

supplemental to the Original Indenture; the Original Indenture, together with all instruments stated to be supplemental thereto to which the Trustee has heretofore been or shall hereafter be a party, including the aforesaid supplemental indentures and this Third Supplemental Indenture, being herein sometimes referred to collectively as the "Mortgage;" and

WHEREAS, Section 1701 of the Mortgage provides that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into one or more indentures supplemental to the Original Indenture, for various purposes including to increase the amount of indebtedness and sums which may be secured by the Mortgage, to add one or more covenants of the Company and to establish the terms of Securities of any series as contemplated by Section 201 of the Mortgage; and

WHEREAS, there have been issued under the Original Indenture as heretofore supplemented the following series of First Mortgage Bonds, of which the following principal amounts were outstanding at the date of this Third Supplemental Indenture:

<u>SERIES</u>	<u>PRINCIPAL AMOUNT ISSUED</u>	<u>PRINCIPAL AMOUNT OUTSTANDING</u>
Securities of the Original Series	\$ 1,000	\$ None
First Mortgage Bonds, 7 5/8% Series due 2023	100,000,000	None
First Mortgage Bonds, 6% Series due June 15, 2000	100,000,000	None
First Mortgage Bonds, 7 1/2% Series due June 15, 2023	150,000,000	None
First Mortgage Bonds, 6 1/4% Series due December 15, 2003	100,000,000	None
First Mortgage Bonds, 7.70% Series due July 15, 2004	100,000,000	None
First Mortgage Bonds, 7 5/8% Series due April 1, 2025	100,000,000	None
First Mortgage Bonds, 7 1/8% Series due June 15, 2013	150,000,000	None
First Mortgage Bonds, 6 1/8% Series due March 1, 2009	100,000,000	None
First Mortgage Bonds, 6.70% Series due February 1, 2011	150,000,000	None
First Mortgage Bonds, 6.625% Series due February 1, 2032	300,000,000	300,000,000
First Mortgage Bonds, 2002 Deposited Series	90,425,000	None
First Mortgage Bonds, 5.80% Series due January 15, 2033	200,000,000	200,000,000
First Mortgage Bonds, 5.30% Series due May 15, 2033	300,000,000	300,000,000
First Mortgage Bonds, 5.25% Series due November 1, 2018	250,000,000	250,000,000
First Mortgage Bonds, 5.25% Series due March 1, 2035	100,000,000	100,000,000
First Mortgage Bonds, 6.25% Series due July 1, 2036	125,000,000	125,000,000
First Mortgage Bonds, 6.05% Series due January 15, 2038	535,000,000	535,000,000
First Mortgage Bonds, 6.50% Series due November 1, 2018	300,000,000	300,000,000
First Mortgage Bonds, 2008 Deposited Series	35,000,000	34,555,000
First Mortgage Bonds, 5.50% Series due December 15, 2039	150,000,000	150,000,000
First Mortgage Bonds, 5.450% Series due February 1, 2041	350,000,000	350,000,000
First Mortgage Bonds, 3.22% Series due October 18, 2021	30,000,000	30,000,000
First Mortgage Bonds, 4.35% Series due February 1, 2042	500,000,000	500,000,000
First Mortgage Bonds, 2013 Deposited Series	54,215,000	54,215,000
First Mortgage Bonds, 4.60% Series due June 15, 2043	400,000,000	400,000,000

WHEREAS, it is provided in Section 201 of the Original Indenture, as heretofore supplemented, that the aggregate principal amount of Securities which may be secured by the Mortgage shall be such aggregate principal amount as may from time to time be authenticated and delivered under the provisions thereof; provided, however, that until an indenture or indentures supplemental thereto shall be executed and delivered by the Company to the Trustee and filed for record in one or more places as may be required to make effective the Lien of the Mortgage, increasing or decreasing the amount of future advances and other indebtedness and sums which may be secured thereby, the Mortgage may secure future advances and other indebtedness and sums not to exceed in the aggregate Five Billion Dollars (\$5,000,000,000); and

WHEREAS, the Company has determined to increase the aggregate principal amount of Securities which may be secured by the Mortgage, including future advances and other indebtedness and sums, from Five Billion Dollars (\$5,000,000,000) to Ten Billion Dollars (\$10,000,000,000) and has duly authorized the execution and delivery to the Trustee of this Third Supplemental Indenture to effect such increase; and

WHEREAS, the execution and delivery by the Company of this Third Supplemental Indenture, and the terms of the Securities, have been duly authorized by the Company as provided in the Mortgage;

THE PARTIES HEREBY COVENANT AND AGREE as follows:

ARTICLE FIRST

Increase in Amount Permitted to be Secured by Mortgage

SECTION 1.01. Increase in Amount Permitted to be Secured by Mortgage.

The aggregate principal amount of indebtedness which may be secured by the Mortgage, including future advances and other indebtedness and sums, is increased from Five Billion Dollars (\$5,000,000,000) as specified in Section 201 of the Original Indenture, as heretofore supplemented, to Ten Billion Dollars (\$10,000,000,000).

ARTICLE SECOND

Miscellaneous

SECTION 2.01. Definitions.

Subject to the amendments provided for in this Third Supplemental Indenture, the terms defined in the Original Indenture as heretofore supplemented shall, for all purposes of this Third Supplemental Indenture, have the meanings specified in the Original Indenture.

SECTION 2.02. Acceptance of Trust.

The Trustee hereby accepts the trust herein created and agrees to perform the same upon the terms and conditions in the Original Indenture as heretofore supplemented set forth and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect to the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company alone. In general each and every term and condition contained in Article Sixteen of the Mortgage shall apply to and form part of this Third Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Third Supplemental Indenture.

SECTION 2.03. Successors and Assigns.

Whenever in this Third Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles Fifteen and Sixteen of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and

agreements in this Third Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 2.04. Benefit of the Parties.

Nothing in this Third Supplemental Indenture, express or implied, is intended, or shall be construed, to confer upon, or to give to any person, firm or corporation, other than the parties hereto and the Holders of the Securities Outstanding under the Mortgage, any right, remedy or claim under or by reason of this Third Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Third Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto and of the Holders of the Securities Outstanding under the Mortgage.

SECTION 2.05. Effect in Georgia.

This Third Supplemental Indenture is intended by the parties hereto, as to properties now or hereafter encumbered by the Mortgage and located within the State of Georgia, to operate and is to be construed as granting a Lien only on such properties and not as a deed passing title thereto.

SECTION 2.06. Notice of Claim of Benefit of Laws.

The Company gives notice that it claims the benefit of Sections 29-1-10 and 29-3-80, S.C. Code of Laws (1976), as amended (Section 589, enacted into law June 14, 1993), concerning the continuation of the lien until satisfied or released of record and attachment to after-acquired real property of the lien of the Original Indenture, dated as of April 1, 1993, the First Supplemental Indenture, dated as of June 1, 1993 and the Second Supplemental Indenture, dated as of June 15, 1993, and all supplements and amendments thereto. The Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture are recorded in the counties and at the book and page numbers set forth on Exhibit A attached hereto. The Notice on the cover of this Third Supplemental Indenture is given pursuant to the aforesaid laws.

SECTION 2.07. Counterparts.

This Third Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 2.08. Governing Law.

This Third Supplemental Indenture shall be governed by and construed in accordance with the law of the State of South Carolina, except to the extent that the law of any other jurisdiction shall be mandatorily applicable.

IN WITNESS WHEREOF, South Carolina Electric & Gas Company has caused this Third Supplemental Indenture to be executed in its corporate name by its Treasurer and its corporate seal to be hereunto affixed and to be attested by its Secretary, and The Bank of New York Mellon Trust Company, N.A., to evidence its acceptance hereof, has caused this Third Supplemental Indenture to be executed in its corporate name by one of its Vice Presidents or Trust Officers, in several counterparts, all as of the day and year first above written.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: s/ Mark R Cannon
Mark R. Cannon
Its: Treasurer

Attest:

s/ Gina Champion
Gina Champion, Secretary

In the presence of:

s/ Jonathan T Evans
Jonathan T. Evans

s/ Patricia K Haltiwanger
Patricia K. Haltiwanger

IN WITNESS WHEREOF, South Carolina Electric & Gas Company has caused this Third Supplemental Indenture to be executed in its corporate name by its Treasurer and its corporate seal to be hereunto affixed and to be attested by its Secretary, and The Bank of New York Mellon Trust Company, N.A., to evidence its acceptance hereof, has caused this Third Supplemental Indenture to be executed in its corporate name by one of its Vice Presidents or Trust Officers, in several counterparts, all as of the day and year first above written.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Successor to
NationsBank of Georgia, National Association, as Trustee

By: s/ Lawrence Dillard
Lawrence Dillard
Its: Vice President

In the presence of:

s/ Lawrence M Kusch
Lawrence M. Kusch

s/ R. Tarnas
R. Tarnas

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGEMENT

)

COUNTY OF LEXINGTON

)

I, the undersigned notary public for the State of South Carolina, do hereby certify that Mark R. Cannon and Gina Champion, the Treasurer and Secretary, respectively, of South Carolina Electric & Gas Company personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 5th day of September, 2013.

s/ Patricia K Haltiwanger

Patricia K. Haltiwanger, Notary Public

(NOTARY SEAL)

My Commission Expires: March 22, 2016

[South Carolina Electric & Gas Company's Acknowledgement]

STATE OF ILLINOIS

)

ACKNOWLEDGEMENT

)

COUNTY OF COOK

)

I, the undersigned notary public for the State of Illinois, do hereby certify that Lawrence Dillard, a Vice President of the Bank of New York Mellon Trust Company, N.A. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 5th day of September, 2013.

s/ Colleen Sketch

Notary Public

(NOTARY SEAL)

My Commission Expires: May 20, 2017

EXHIBIT A

The Indenture dated as of April 1, 1993 with NationsBank of Georgia, National Association, to which The Bank of New York Mellon Trust Company, N.A., is successor as Trustee (the "Original Indenture"), the First Supplemental Indenture thereto, dated as of June 1, 1993 (the "First Supplement") and the Second Supplemental Indenture, dated as of June 15, 1993 (the "Second Supplement"), have each been filed for the record and correctly indexed as a mortgage on real estate in the appropriate recording office in each of the following counties in the State of South Carolina:

<u>County</u>	<u>Original Indenture</u>		<u>First Supplement</u>		<u>Second Supplement</u>	
	<u>Real Estate Mortgage Book</u>	<u>Page</u>	<u>Real Estate Mortgage Book</u>	<u>Page</u>	<u>Real Estate Mortgage Book</u>	<u>Page</u>
1 Abbeville	10E	1	10F	209	10F	600
2 Aiken	1521	1	1540	48	1548	298
3 Allendale	81	360	83	20	82	131
4 Bamberg	105	1	105	96	106	24
5 Barnwell	225	1	229	329	231	205
6 Beaufort	543	2220	628	404	634	545
7 Berkeley	276	152	301	350/358	313	66
8 Calhoun	84	138	86	179	87	29
9 Charleston	C-226	492	S-227	723/732	V-228	632
10 Chester	664	18	669	217	671	239
11 Colleton	529	124	535	63	537	120
12 Dorchester	1133	107	1152	222	1163	270
13 Edgefield	460	1	461	24	461	138
14 Fairfield	322	33	325	153	326	215
15 Greenwood	492	466	495	829	497	922
16 Hampton	185	73	187	19	187	267
17 Jasper	92	44	93	272	94	103
18 Kershaw	165	1	177	77	182	303
19 Lexington	2513	173	2573	182	2599	1
20 McCormick	89	96	90	46	90	92
21 Newberry	396	256	401	318	403	305
22 Orangeburg	598	0064	600	0967	601	1187
23 Richland	M-1563	744	M-1583	157	1592	908
24 Saluda	263	75	266	188	268	182
25 Union	190	136	190	458	190	606

As the same may have been supplemented from time to time.